

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GYM RAX INTERNATIONAL, INC.

Plaintiff,

v.

FITNESS ANYWHERE LLC D/B/A
TRX, a Delaware Limited Liability
Company, and DOES 1 through 30,
inclusive,

Defendants.

FITNESS ANYWHERE LLC,

Third-Party Plaintiff,

v.

FITNESS VENTURES
INTERNATIONAL, LLC d/b/a AKTIV
SOLUTIONS, and BRYAN GREEN,

Third-Party Defendants.

Case No. 2:17-cv-04361-R-AS

**ORDER OF DISMISSAL WITH
PREJUDICE PURSUANT TO
SETTLEMENT**

Judge: Manuel Real

Complaint Filed: June 12, 2017

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ORDER

The Court, having considered the Stipulation to Dismiss Without Prejudice, Pursuant to Settlement, entered into between Gym Rax International, Inc. (“Gym Rax”); Fitness Anywhere LLC d/b/a TRX (“TRX”); Fitness Anywhere LLC (“Fitness Anywhere”); Fitness Ventures International, LLC d/b/a AKTIV Solutions (“AKTIV”) & Bryan Green (“Green”) (Gym Rax, TRX, Fitness Anywhere, AKTIV, and Green collectively, the “Parties”), hereby **ORDERS**:

1. The entire action, including the Complaint, counterclaims, and third party claims are dismissed, with prejudice, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii);
2. No admission of liability is made by any Party in connection with the dismissal, the dismissal shall not be construed as such, and no Party should be considered a prevailing party;
3. Parties shall each bear their own fees and costs, including attorneys’ fees.

IT IS SO ORDERED.

Dated: April 12, 2018



HON. MANUEL REAL
UNITED STATES DISTRICT JUDGE